

Schutter Certification B.V.

Regulations for Certification and Monitoring

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In regard to the wish of clients for the creation of a credible and effective quality certification system for companies in the animal food chain and foodstuffs chain, whereby the quality management system can be enforced by adequate assessment and approval, the Board of Experts at Schutter Certification B.V., established the following Regulation on 11 August 2006.

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1 Definitions

Article 1

Participant:	Organisation which has submitted an application for certification by Schutter
Schutter:	Schutter Certification B.V.
Examination for certification:	Initial examination to assess the participant's quality system against a certification scheme
Control and monitoring:	Interim examination of fulfilment of a certification scheme
Audit:	An initial, interim or re-assessment examination
Certification criteria:	For GMP+ the certification criteria set out in C6 of the GMP+ FC scheme will apply. For GTP, ISO 9001 and ISCC the certification criteria set out by Schutter will apply, in accordance with the GTP certification scheme, the ISO 9001 certification scheme and the ISCC DE, EU and PLUS certification scheme.
Scope:	Scope of the quality system of the participant for which a certificate is being issued
Examination for certification:	Initial examination of fulfilment with a certification scheme
Competent authority:	Organisations applying standards (GMP+ International B.V, ISO, ISCC System GmbH, Coceral), Dutch Accreditation Council (RVA) or government bodies authorised by the Netherlands or European governments.
ISO 17065	Standard with general requirements for organisations implementing assessment and certification/registration of products
ISO 17021	Standard with general requirements for organisations implementing assessment and certification/registration of quality systems
Initial audit	Audit to assess whether the participant who has submitted a new application for certification fulfils the requirements of the applicable standard. A certificate will, or will not, be granted to the participant on the basis of this assessment.
Supervision audit	Audit to assess whether the participant still fulfils the requirements of the applicable standard after certification.
Extension audit	Audit to assess whether the participant, after a certification period of three years, still fulfils the requirements of the applicable standard. A new certificate for a subsequent certification period will, or will not, be granted on the basis of this assessment.

2 Applicability and conditions

Article 2

Where Schutter utilizes a certification regulation or certification mark under licence from an external organisation, the conditions agreed between Schutter and the granter of the licence will apply, even in the event of conflict with this document.

Article 3

1. The conditions attaching to the Certification and monitoring are set out in this Regulation for Certification and Monitoring and in:
 - In-House regulations;
 - Regulation on Objection and Appeal;
 - GTP Certification criteria
 - ISO 9001:2008 Certification criteria
 - GMP+ FC Scheme
 - GTP Regulation;
 - ISCC System GmbH certification criteria

Schutter and the participant are bound by these conditions, in accordance with the provisions of Article 3, second and third paragraph.

2. In implementing certification, Schutter is bound by the accreditation regulations and criteria, as endorsed by the Dutch Accreditation Council (RVA). Insofar as these accreditation regulations and criteria are related to the relationship between Schutter, the Dutch Accreditation Council and/or the participant, the definitions of the regulations and criteria will apply, even in the event of conflict with this regulation. This applies in the event that requirements in accreditation documents and interpretation documents for the ISO 17065 and EN 45012 standards are stricter than the definitions of this regulation. The definitions of this Regulation for Certification and Monitoring will apply in all other situations.
3. The delivery conditions of the participant may not conflict with this regulation. Where this is the case, the definitions of this regulation will prevail.
4. Certification activities are performed by employees of Schutter or sufficiently qualified third parties appointed by Schutter. The qualification requirements will be set out by the Board of Experts.

3 Scope of the certification

Article 4

Schutter offers the certifications service in accordance with the following scope:

Certification scheme	Standard / Scope / Product	Geographical zone
Quality management system for the scope of transport, storage and communication (accredited for ISO 17021, RVA scope 31)	1. ISO 9001:2008	Netherlands, Belgium, Germany, France, UK, Denmark, Hungary
GTP	Trade in materials for foodstuffs and the animal feed industry	Netherlands, Belgium, Germany, France, UK, Denmark, Hungary
GMP+ FC scheme (in accordance with GMP+ C6; Not under accreditation)	<ol style="list-style-type: none"> 1. GMP+ B1 – Production, Trade and Services of Compound Feed and Feed Materials (in accordance with GMP+ C6) <ul style="list-style-type: none"> • Audit of supporting feed safety system • Inspection of processes • Testing of products 2. GMP+ B2 - Quality control of Feed (in accordance with GMP+ C6) <ul style="list-style-type: none"> • Audit of supporting feed safety system • Inspection of processes • Testing of products 3. GMP + B3 – Trade of Animal Feed Stuffs (in accordance with GMP+ C6) <ul style="list-style-type: none"> • Audit of supporting feed safety system • Inspection of processes • Testing of products 	Netherlands, Belgium, Germany, France, UK, Denmark, Hungary Malaysia, Indonsia, China, Philippines. Other countries at the request of clients

	<p>4. GMP+ B4 – Road transport of feed stuffs (in accordance with GMP+ C6)</p> <ul style="list-style-type: none"> • Audit of supporting feed safety system • Inspection of processes <p>5. B4 – Affreightment of Short Sea Shipping and Inland Waterways transport (in accordance with GMP+ C6)</p> <ul style="list-style-type: none"> • Audit of supporting feed safety system • Inspection of processes <p>6. B4 – Sea transport of feed stuffs affreightment (in accordance with GMP+ C6)</p> <ul style="list-style-type: none"> • Audit of supporting feed safety system • Inspection of processes <p>7. B4 – Railtransport affreightment (in accordance with GMP+ C6)</p> <ul style="list-style-type: none"> • Audit of supporting feed safety system • Inspection of processes 	
ISCC Certification Scheme	Biomass certification in accordance with ISCC DE, ISCC EU and ISCC PLUS	Netherlands, Belgium, Germany, France, UK, Denmark, Hungary Malaysia, Indonesia, China, Philippines. Other countries at the request of clients

4 Application for a product or system certificate

Article 5

1. De participant who wishes to participate in a certification scheme as defined in Article 4 can apply for a certificate from Schutter. Application is made after Schutter has received a correctly completed registration form and after a statement has been made of the control structure within the company, as well as the composition of companies which the company is a part of.
2. After approval of the application as described in paragraph 1, an agreement will be concluded, after which the certification procedure enters into operation. The agreement enters into force after the return of a signed contract.
3. If the application omits information necessary to implement the examination for certification, Schutter will allow the participant the opportunity to provide this information within a reasonable time. The application procedure will be suspended from the time of the request for supplementary information

5 Certification procedure

Article 6

1. On request, Schutter will inform a potential participant about the registration procedure, method of work after registration and costs.
2. The certification examination by Schutter will be carried out on the basis of the applicable certification scheme, and at minimum contains an assessment of the production process, the participant's quality system and the associated administration and complaints procedure. Where necessary, there will also be an examination of further requirements incorporated in the certification scheme relating to the product, taking samples or other procedures.
3. The participant will render the necessary assistance to the certification examination by allowing access to auditors and/or inspectors instructed to perform the examination to all company divisions relevant in their performance of the examination, to give an idea of the administration which the participant must keep as part of the quality system, and to view the client register. The participant is obliged, if requested by Schutter, to send any requested information. The participant will make all information relevant to the assessment available to Schutter at no charge.
4. Schutter will appoint a team of professional, to the point auditors, who will execute the examinations/assessments for the certification and future examinations/assessments. The members of the team of auditors have to be free of any prejudice and influence which might damage the impartiality. Should the objectivity and impartiality be in doubt, the participant will have the right to revenge the concerning member of the team of auditors.
5. The person who performs the certification examination will set out all his findings in a report.
6. The results of the audit will be assessed and in the case of an initial, surveillance or extension audit, a certification decision will be taken. The assessment and certification decision will be performed by a qualified person who had no involvement in the certification examination.
7. Schutter will decide on the application within 6+2 weeks after completion of the examination and associated report. Where the decision is positive, the participant will receive the certificate. Where the decision is negative, Schutter will reject the application in a written report, giving the reasons leading to the decision. The application can be dealt with again after the participant has shown that the detected shortcomings have been improved.
8. Schutter will only award the certificate if:
 - a. Fulfilment of requirements according to the GMP+ FC scheme is shown to Schutter's satisfaction, or;
 - b. Evidence of fulfilment of the ISO 9001 standard within the indicated scope of certification must be shown to Schutter's satisfaction, or;
 - c. Evidence of fulfilment of the GTP standard within the indicated scope of certification must be shown to Schutter's satisfaction
 - d. Evidence of fulfilment of the ISCC standard within the indicated scope of certification must be shown to Schutter's satisfaction

9. The validity of the certificate is three years (For ISCC 1 year). The valid can be extended each time by three years and begins at the date of decision on granting the certificate , unless:
 - a. The participant gives written notice of termination of the agreement at least 6 (six) months before the expiry of the validity of the certificate.
 - b. The reassessment as described in the **eighth** paragraph leads to a negative result, or;
 - c. A measure as defined in Article 10, sub 2 under (a) or (b) is applied.
10. Before Schutter extends a certificate, it will perform an extension audit in regard to fulfilment of all conditions of the certification scheme for which the certificate is awarded.
11. In the event of termination of the agreement and equally termination of participation by the participant in the certification scheme for which the participant is certified, the certificate issued by Schutter will be declared invalid from the date that the agreement is terminated and the participant will return to Schutter the certificate, and all documentation and other items provided in relation thereto, or which have any possible association with the certificate issued.
12. If certification is revoked and the participant submits a new application for the same or very similar production process or product, the certification decision on this application can be postponed. In such a case certification will not be awarded earlier than 12 months after receipt of the application.

6 Monitoring

Article 7

1. Schutter will perform supervision audits at regular intervals to check compliance by the participant with obligations. These audits will take place at random times, with a frequency of a minimum of once every calendar year, unless an external organisation enforces a different frequency.
2. The participant will render the necessary assistance to the certification examination by allowing access to auditors and/or inspectors instructed to perform the examination to all company divisions relevant in their performance of the examination, to give an idea of the administration which the participant must keep as part of the quality system, and to view the client register. The participant is obliged, if requested by Shutter, to send any requested information. The participant will make all information relevant to the assessment available to Schutter at no charge.

7 Public register

Article 8

1. Schutter will immediately inform Coceral (in the case of GTP certification) or GMP+ International B.V. (in the case of GMP+ certification) or ISCC System GmbH (in case of ISCC certification) of the name, location address, and where necessary company entities, of each participant awarded a certificate.

2. In the case of GMP+ certification, Schutter reserves the right, in accordance with requirements in A1, Regulation of GMP+ FC scheme:
 - a. To inform GMP+ International B.V. in writing of every change in information as described in the first paragraph;
 - b. To inform GMP+ International B.V. in writing within 24 hours of names, addresses and location address of participants where measures or sanctions have been applied.

8 Use of designations and collective logos

Article 9

1. The participant is entitled to the collective logo GMP+ certified company as stipulated in Articles 5, 6 and 7 of A1 Regulation GMP+ FC scheme.
2. After certification has been awarded by Schutter and a certificate issued, the participant in GMP+ and GTP certification has the right to add a logo to products marked under certification. This certification logo may not be used on a product, or in a manner which implies that system certification has taken place.
3. After certification has been awarded by Schutter and a certificate issued, the participant in ISO 9001 certification has the right to add a logo to products marked under certification. This certification logo may not be used on a product, or in a manner which implies that system certification has taken place.
4. Schutter will ensure that no improper use is made of certificates and certification logos, either by the participant or by third parties. The following will be understood under improper use:
 - Creating the impression that products or production processes for which an application has been made have already been certified;
 - Creating the impression that a certificate applies to another or different scope than that for which the certificate was issued;
 - Creating the impression that a certificate is still valid during a period of suspension of the certificate;
 - The use of inaccurate certification logos.

Actions to protect against improper use of certification marks by third parties will be the responsibility of Schutter in the capacity of manager of the certification logo. Schutter can, whether not in conjunction with participants of certified products or production processes, institute an action against third parties making improper use of certificates and certification logos.

9 Participant obligations

Article 10

1. The participant is obliged to comply with the provisions of, or stipulations in, the certification scheme and concluded agreement.
2. The participant is obliged to render any assistance to controls and monitoring by GMP+ International B.V., Coceral, RvA, ISCC System GmbH, and/or competent authority.

3. The participant is obliged to make available all to Schutter registrations of complaints and corrective measures taken.
4. Where the certification scheme is amended, the participant must comply with any amendments within one year of their announcement, unless the standards authority defines a shorter period. See also Article 13, paragraph 3.
5. The participant may publish the fact that his products or production processes have been certified. This may be done exclusively in accordance with the scope of certification indicated in the certificate. Any other form of announcement will be regarded by Schutter as improper use of the certificate, as described in Article 8, paragraph 4.

10 Measures and sanctions

Article 11

1. If Schutter establishes after an audit, or by any other means, that a participant is not properly complying with the provisions of, or stipulations in, the certification scheme applicable to him, Schutter will apply measures or sanctions against the participant.
2. With regard to the application of measures or sanctions by Schutter, the provisions of or stipulations in the certification criteria will apply.
3. Applied measures or sanctions can – whether requested or not – be reported by or on behalf of Schutter to organisations which are (co) responsible by or on behalf of governments for the maintenance of statutory provisions.
4. An official appeal can be brought in the event of dispute over serious differences where revocation of the participant's certificate is at stake. In this sort of case, the participant has the right to bring objection and appeal in accordance with the 'Regulations on Objection and Appeal' of Schutter Certification B.V.

Article 12

1. Measures can consist of:
 - a. A rectification examination (compliance audit), i.e. an examination targetting specific provisions in the case, where violations were observed during the previous examination, at the expense of the participant;
 - b. A re-examination (repeat audit), i.e. an examination targeted at all provisions in the applicable certification scheme, at the expense of the participant;
 - c. Putting the participant under stricter supervision for a period of a maximum of one year, at the expense of the participant (in the case of GMP+ certification).
2. Sanctions can consist of:
 - a. Suspension of the certificate for a maximum period of 3 months;
 - b. Revocation, whether or not after suspension, of the certificate;
 - c. In the case of GMP+ certification, imposing an obligation to pay a sum of money pursuant to C4 of the GMP+ FC scheme;

- d. In the case of GMP+ certification, publication of the violation discovered and applied measure or sanction, at the expense of and reporting the name of the participant in violation by GMP+ International B.V.

11 Other definitions

Article 13

1. The participant must ensure, without prejudice to his obligations under Labour Conditions Legislation, that working conditions in his company and at locations where the activities are performed are such that there is no danger to the safety and health of Schutter employees when carrying out their work. Where necessary the participant must make available safety measures with the necessary instruction.
2. Employees, including third parties called in, are obliged to maintain confidentiality to third parties, with the exception of the competent authority, about all information which they have learned as a result of performing certification activities. Where third parties are called in on the certification activities, these third parties will sign a statement confirming the obligation to maintain confidentiality as set out in the first paragraph.
3. Changes in requirements for certification of GTP and ISO 9001 will be announced by Schutter to the participant. After publication of the amended requirements Schutter will verify that each client has made the necessary adjustments to their quality management system within a reasonable period. In the case of GMP+ certification, the amendments will be communicated by GMP+ International B.V. . See also Article 10, paragraph 4.
4. The participant is obliged to inform Schutter in writing immediately of any changes in the scope of certification, major organisational changes, legal form, registration, statutory registered office and location. Schutter will decide, on the basis of this information, whether a supplementary examination is necessary. If a supplementary examination is necessary, an examination can be instituted irrespective of the audit cycle: the participant will bear the costs of this examination.
5. The participant must inform Schutter immediately of changes or the existence of situations which (could) have a direct link with whether or not it fulfils requirements in the applicable certification scheme. Schutter will decide, on the basis of this information, whether a supplementary examination is necessary. If a supplementary examination is necessary, an examination can be instituted irrespective of the audit cycle: the participant will bear the costs of this examination.
6. Schutter is accountable to the participant for shortcomings in the performance of its activities, insofar as these are the result of non observance by Schutter of caution, expertise and professionalism which may be relied on in the performance of activities. Any claims from the participant must be submitted within one year of the damage being caused. If this is not the case, the participant will forfeit his rights.